

PRELIMINARY AGREEMENT

Preliminary Agreement entered into on this day of
.....Two thousand and Twenty one between.....
.....

..... for
and on behalf of the Governor of Kerala (hereinafter called for the Government) of the
one part and Sri.....

.....
(H.E full name and address of the contractor hereinafter called the contractor of the other
part for the execution of the agreement as well as for the execution of the work.

Whereas the Government invited to tenders for the work is stated above
.....
.....

H.E name of the work by notification No.....
dated..... in the

AND WHEREAS Para 13 of the Notice inviting tenders stated as follows:-

CONTRACTOR

EXECUTIVE ENGINEER

Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him, the tender or shall deposit a sum sufficient to make up to the balance of 5 percent of the probable value of contract which together with the amount of earnest money deposited shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the PWD schedule form. If he fails to do this or in the case of PWD contract maintain a specified rate of progress (to specified in each case the tender schedule) the earnest money and security deposit shall be forfeited to Government and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tender to pay the requisite deposit, sign contract or take possession of the work any loss to Government due to the same will be recovered from him as arrears of revenue, but should it be a saving to Government the original contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

NOW THERE FOR IN THE PRESENCE OF WITNESS it is mutually agreed as follows: The terms and conditions for the said contract having been stipulated in the said tender form to which the contractor has agreed a copy of which is here to appended which form the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extend to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.

The Contractor hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract.....

.....

(hereinafter the name of the work) if awarded in favour of the Contractor.)

If the Contractor does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause 13 of the notice inviting tenders as quoted above, within the period stipulated then the Government may re-arrange the work otherwise or get it done departmentally at the risk and the cost of the contractor and loss so sustained by the Government can be realized from the Contractor under the Revenue Recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Secretary Public Works, Chief Engineer (Arbitration) Chief Engineer (Administration) or any other officer or officers authorised by Government in this behalf, taking into consideration the prevailing PWD rates and after giving due notice to the Contractor. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Contractor.

The Contractor further agreed that any amount found to be due to the Government under or by virtue of this agreement shall be recoverable from the Contractor from his EMD and his properties movable and immovable as for the time being in force or in any other manner as the Government may deem fit in this regard.

The Contractor further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to availability of budget provision and allotment of funds made with the Divisional Officer in charge of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

INWITNESS there of Sri.
(herein after the name of the officers of the Department) for on behalf of the Governor of Kerala State and

.....
the Contractor have set their hand on the day and year first above written.

Signed by Sri.....
(Officer/Officers of Public Works Department)

In the presence of witnesses:

- 1.
- 2.

Signed and delivered by Sri..... (the contractor)

In the presence of witnesses: